

Maquoketa CSD

Maquoketa EA

7/1/2006 6/30/2008

# **MASTER CONTRACT**

Between

MAQUOKETA EDUCATION ASSOCIATION  
and  
MAQUOKETA COMMUNITY SCHOOL DISTRICT

July 1, 2006

to

June 30, 2008

## TABLE OF CONTENTS

<u>DESCRIPTION</u>	<u>ARTICLE</u>	<u>PAGE</u>
Compliance Clauses and Duration	ARTICLE 17	17-18
Employee Hours and Load	ARTICLE 9	11-12
Employee Work Year	ARTICLE 8	10
Evaluation	ARTICLE 13	13-16
Formal Grievance Processing Form	Attachment	23
Grievance Procedure	ARTICLE 2	1-3
Health	ARTICLE 11	13
Insurances	ARTICLE 6	6-7
Involuntary Transfers	ARTICLE 15	16-17
Leaves	ARTICLE 7	7-10
Letter of Understanding	Attachment	24
Nurses' Salary Schedule	APPENDIX C	22
Payroll Deductions	ARTICLE 4	4
Recognition	ARTICLE 1	1
Reduction of Staff	ARTICLE 10	12-13
Rights	ARTICLE 3	3-4
Safety	ARTICLE 12	13
Salary Schedule	APPENDIX A	19
Supplemental Pay	ARTICLE 16	17
Supplemental Salary Schedule for Added Duties	APPENDIX B	20-21
Voluntary Transfers	ARTICLE 14	16
Wages and Salary	ARTICLE 5	4-6

## **ARTICLE I RECOGNITION**

### **I. UNITS**

The Board hereby recognizes the Maquoketa Education Association, an affiliate of the Iowa State Education Association and the National Education Association as the certified exclusive and sole bargaining representative for all personnel and/or employees as set forth in the PERB certification instrument (Case: Number 49) issued by the PERB on the 29th of May, 1975.

The unit described in the above certification is as follows:

Included: Classroom teachers (including MAC), learning disabilities resource teachers, special teachers (Art, Music, PE) (K-12), ESEA teachers, Learning Resource Center teachers and/or librarians, Special Education or Special Needs teachers, teachers engaged in extra-duty contracts (Activity Advisors, Senior and Middle School Athletics, Departmental Chairpersons or Supervisors or Coordinators, including MOC, AV, Music and other extra duty positions), Work Study job coordinators, Nurses (Licensed Health Professionals and/or School Nurses), and Guidance Counselors.

Excluded: All administrative and confidential employees, secretaries, bus drivers, custodians, cooks, shop and grounds employees, teacher associates, supervisors as defined by Iowa Code section 20.4 and all other persons excluded by Iowa Code section 20.4.

### **II. Definitions**

- A. The term "Board", as used in this agreement, shall mean the Board of Education of the Maquoketa School District or its duly authorized representatives.
- B. The terms "personnel and/or employee" as used in this agreement shall mean all professional employees in the bargaining unit as defined and certified by the Public Employment Relations Board as represented by the Association.
- C. The term "Association" as used in this agreement, shall mean the Maquoketa Education Association or its duly authorized representatives or agents.

## **ARTICLE 2 GRIEVANCE PROCEDURE**

### **I. Grievance**

A "grievance" is any alleged violation, misinterpretation, or misapplication of a specific article of this agreement.

### **II. Failure to Exercise Agreement Grievance Rights**

The failure of a teacher to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.

### **III. Grievance Processing**

It is agreed that any investigation or other handling or processing of any grievance by the grieving employee shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grieving employee or of the teaching staff.

#### IV. Steps

- A. 1. An employee or the Association with an alleged grievance shall, within a twenty (20) school day period after the facts upon which the grievance is based first occur or first become known (to the teacher) discuss it with his/her principal with the objective of resolving the alleged grievance informally. Said discussion shall include Association representative(s) if requested by the grievant and administrative representative(s) if requested by the principal.
2. If not resolved in A. 1, the alleged grievance shall be reduced to writing and submitted to the principal. (See Attachment 1.) If a teacher does not submit his/her grievance to the building principal in writing within ten (10) school days after the informal hearing with the principal, the grievance is deemed waived.

The principal will reply in writing to the teacher with a copy to the Association within five (5) school days after receipt of the written grievance.

- B. If the grievance is not settled in Step A and the teacher wishes to appeal the grievance to Step B, the teacher may file the grievance in writing to the superintendent of schools within ten (10) school days after receipt of the principal's written answer.

The written grievance shall give a clear and concise statement of the alleged grievance including the fact upon which the grievance is based, the issues involved, the relief sought. The superintendent and/or his/her representative shall review the grievance, may arrange for necessary discussions (which shall include an Association representative), and give a written answer to the teacher with a copy to the Association no later than ten (10) school days after receipt of the written grievance.

- C. A grievance not settled in Step B of the grievance procedure may be appealed to arbitration by the Association.
1. Written notice of a request for arbitration shall be made to the school district secretary within ten (10) school days of receipt of the superintendent's answer in Step B.
2. The issue must involve the interpretation or application of a specific article(s) of this agreement.

When a request has been made for arbitration by the Association on behalf of the grieving teacher, the parties shall attempt to select an impartial arbitrator. Failing to do so, they shall, within ten (10) days of the appeal, jointly or independently request the Federal Mediation and Conciliation Service to submit a list of five (5) arbitrators. As soon as the list has been received, the parties, or their designated representatives, shall determine by lot which party shall have the right to remove the first name from the list. The party having this right shall do so within two (2) school days. The other party shall have an additional two (2) school days to remove the second name. The first party will then have one (1) school day to remove the third name with the second party having one (1) school day thereafter to remove the fourth name. The final remaining name on the list will act as the arbitrator.

The arbitrator shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall render a decision in writing. The arbitrator shall have no power to hear and determine matters relating to wages and fringe benefits except as to the improper application thereof, nor to add to, subtract from, modify or amend any terms of this Agreement. The arbitrator shall have no power to substitute his/her discretion for that of the Board in any matter specifically reserved to the Board, by law or by the terms of this Agreement. A decision of the arbitrator, within the scope of his/her authority, shall be final and binding upon the parties.

#### V. Costs

The Board and the Association will share equally any joint costs of the arbitration procedure, such as the fee and expenses of the arbitrator and the hearing room.

- VI. If an employee or the Association files any action, claim, or proceeding in a form other than the grievance procedure of this Agreement, then the Board shall not be required to process the claim under the grievance procedure of this Agreement.
- VII. In the event a grievance cannot be processed through all the steps in this grievance procedure by the end of the school year, the grievant or the Association, with the consent of the District, may elect to postpone the grievance proceedings until the following school year. If the process is continued beyond the school year, time limits shall consist of all weekdays, exclusive of weekends and holidays.

### **ARTICLE 3 RIGHTS**

#### **I. Employee Rights**

- A. The parties (Association and Board) recognize that employees, under the Iowa Public Employment Relations Act, have the right to join or assist the Association, to negotiate collectively through the Association, to engage in other lawful concerted activities for the purpose of collective bargaining or other mutual aid or protection, and to file and process grievances as defined in and as provided by this Agreement, and to refuse to join the Association or to participate in any such activities.

The parties further stipulate they shall make no effort to deprive or coerce any employee in the enjoyment of any rights conferred by this Agreement, by statutory law, or by the State and Federal constitutions. It is further stipulated that rights conferred by statutory law, and State and Federal constitutions shall not be subject to the grievance procedure outlined in Article 2 of this Agreement.

- B. No teacher shall be prevented from wearing pins or any identification of membership in the Association or an affiliate.
- C. No employee will be disciplined, suspended, or reduced in compensation without just cause.

#### **II. Association Rights**

- A. The Association and its members shall have the right to make use of school buildings and facilities at all reasonable hours for meetings which are outside the regular school work day provided that the building principal is notified three (3) days in advance of the meetings. If the facility is otherwise occupied, alternative arrangements with the building principal will need to be made. The Association will pay reasonable costs of all materials and supplies incidental to such use.
- B. The Association shall have the right to post notices of activities and matters of Association concern on employee bulletin boards, one of which shall be provided in each school building in areas designated by the building administrator, such as teacher lounges, but not in areas open to the public or students.
- C. Interschool mail facilities may be used for the distribution of official Association communications so long as it does not require additional delivery services or delay normal district distribution.
- D. Duly authorized representative of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times

provided that this shall not interfere with or interrupt normal school operations. Any ISEA, NEA, JDC, or AFT member outside the Maquoketa School District bargaining unit who has Association business to perform shall report to the building principal, or designee, that he/she is in the building and identify the employee or employees he/she wishes to see. The principal, or designee, will check schedules of employees and grant permission if the employees are not involved in direct supervision or classroom instruction.

III. Management Rights

The Employer shall have the right to direct the work of its employees; hire, promote, transfer, and assign employees; maintain the efficiency of its operation; determine and implement methods, means, assignments, and personnel by which its operations are to be conducted; take such actions as may be necessary to carry out its mission; initiate, prepare, certify and administer its budget; and exercise all powers and duties granted to the employer by law.

## ARTICLE 4 PAYROLL DEDUCTIONS

I. Authorization

Any employee who is a member of the Association may sign and deliver to the Board a written authorization for payroll deductions for Association dues, annuities, insurance programs, and savings bonds.

II. Regular Deduction

After receiving a deduction authorization, the Board shall deduct one-fifteenth (1/15) of the total dues beginning with the first check in October of the employee and continuing until the first check in May.

III. Other Deductions

Employees electing to have deductions made for annuities, insurance programs or savings bonds must elect to do so by October 1. Changes or additions also will be allowed during the first week of the second semester.

IV. Transmittal of Dues

The Board shall transmit to the Association the total monthly deduction for Association dues within ten (10) school days following the second regular pay period of each month.

V. Hold Harmless Clause

The Association agrees to indemnify and hold harmless the Board, including each individual Board member, the Superintendent and all administrators or central office employees, against any claims, costs, suits, or other forms of liability and all court costs arising out of the application of the provisions of this article for dues deductions.

VI. Employees who begin deduction after October shall have the total dues pro-rated on the basis of the remaining months of employment through the first pay period in May.

## ARTICLE 5 WAGES AND SALARY

I. Schedule

The salary of each employee covered by this Agreement is set forth in Appendix A and C. Nurses with bachelor's degree shall be placed on the BA lane of Appendix A. **The 2007-08 settlement**

package shall be at 3.75%. The costing of the wage and benefit package shall be consistent with the established past practices of the district.

II. Salary Placement

Any employee hired prior to the end of the first semester shall be given full credit for one (1) year of service toward the next increment step for the following year.

III. Advancement on Salary Schedule

A. Increments

Employees on this regular salary schedule shall be granted, upon recommendation of building principal, one (1) increment or vertical step on the salary schedule until the maximum for their educational classification is reached.

B. Educational Lanes

An employee wishing to move horizontally on the salary schedule must meet the following criteria:

1. All hours beyond the BA must be graduate hours and earned after the conferring of the degree.
2. MA+15 and MA+30 means the graduate hours were earned after the conferring of the master's degree.
3. All advanced course work shall have the advance written approval of the building principal, must be from an accredited institution, and related to the employee's teaching assignment.
4. Credits earned after the opening of school will not be counted toward the salary schedule until the next contract year.
5. It is the responsibility of the employee to see that official transcripts of all college earned credits, which are pertinent to the employee's placement on the salary schedule or pertinent to meeting state accreditation standards, shall be on file in the Superintendent's office on or before October 10 of each new school year.
6. Credit earned previous to 1979-80 will not be taken away from the employee if it does not meet the above criteria.

IV. Method of Payment

A. Each employee shall be paid in twenty-four (24) equal installments on the first and fifteenth of each month. Employees shall receive their checks at their regular buildings and on regular school days unless otherwise designated by the employee.

B. Exceptions

When a pay date falls on or during a school holiday, vacation or weekend, employees shall receive their paychecks on the last previous working day.

C. Final Pay

Each employee leaving the District shall have the option of receiving all or any part of his/her earned contract salary on the 20th pay period of the in-school work year.

D. Summer Checks

Summer checks, other than for summer school teachers, shall be mailed to the address designated by employee.

E. Extended Contract Rate

Extended contract days shall be paid at the rate of 1/187 of the employee's salary as determined by Schedule A.



- F. Summer school Driver's Ed will be \$20.00 per hour and all curriculum work not associated with Phase III will be \$20.00 per hour.
  - G. Activity Pass  
Each employee and his/her spouse shall receive a non-transferable pass for admission to all local school sponsored activities.
  - H. Death Benefit  
At the time of death of an employee the estate of the employee shall receive in compensation the accumulated salary earned under the contract for the final year of employment.
- V. Phase II  
Any allowable growth to the 1996-97 Phase II fund will be added into the salary schedule.
- In the event of an increase in allowable growth in Phase II funding, the salary schedule for the effective year of growth shall be increased proportionately in \$10 increments to the base.

## ARTICLE 6 INSURANCES

The Board agrees to make available to all full time employees the following insurance protection. It is up to the individual employee to decide if he/she wishes to participate in the insurance program.

- I. Health and Major Medical  
The Board of Education shall provide full health and major medical insurance coverage for employees and their dependents equal to or similar to the coverage of the Alliance Select with deductibles of \$500 single and \$1,000 family and maximum out-of-pocket costs of \$1,000 single and \$2,000 family. Selection of carrier shall be matter of Board discretion.
- II. Prescription Drug Program  
Each employee shall be covered by the Prescribed drug program subject to \$50 deductible single and \$100 deductible family with a 20% co-insurance thereafter. Selection of carrier shall be a matter of Board discretion.
- III. Life  
Each employee shall be covered by a term life insurance program paid for by the Board that provides a minimum death benefit of \$15,000. Selection of carrier shall be a matter of Board discretion.
- IV. Dental  
Each employee shall be covered by a dental insurance program paid for by the Board. Selection of the carrier shall be a matter of Board discretion.
- V. LTD  
Employees shall be covered by a long-term disability program. Selection of carrier shall be a matter of Board discretion.
- VI. Liability  
All employees shall be covered by a school-financed liability insurance covering job-related performance of duties. Employees required to use personal automobiles in their assigned duties shall be covered by Board-paid auto liability insurance.

VII. Condition of Coverage

Insurance programs paid for by the Board shall begin September 1 of the contract year and remain in effect through August 31. Employees beginning their contract before or after the start of the school year shall have their insurance begin the first of the month following initial employment.

An employee whose employment is terminated during the contract year shall have his/her insurance coverage terminated on the date of leaving the district. An employee who resigns shall have insurance coverage through his/her final pay period. The Board is not responsible for limitations imposed by the carrier on insurance benefits due to the age of the employee.

VIII. Description of Coverage

The Board shall provide each employee a description of the Health and Major Medical insurance coverage provided herein within thirty (30) days of the beginning of the school year or date of employment, which shall include a clear description of conditions and limits of coverage as provided above.

IX. Insurance Committee

The Board and the Association agree to appoint a district-wide representative committee to study the issue of insurance. The committee may recommend changes to the parties.

## ARTICLE 7 LEAVES

I. PAID LEAVES

A. Sick Leave

Each employee shall be granted a leave of absence with pay for personal illness or injury. Employees are entitled to fifteen (15) days each year. Unused sick leave days shall be accumulated from year to year with a maximum accumulation of 150 days. Those employees who have reached maximum accumulation of 150 days will be credited with the 15 days at the beginning of the school year. The total accumulation at the end of the year can be no more than 150 days. Employees shall be given a copy of a written accounting of accumulated sick leave no later than October 1 of each school year. An employee on a leave of absence is not entitled to sick leave.

Absence due to injury incurred in the course of the employee's employment shall not be charged against the employee's sick leave benefits, provided that the Board shall not pay to such employee the difference between his/her salary and benefits received under any workman's compensation benefits for the duration of such absence.

B. Good Cause - Paid Leave

Employees may apply in writing to the Superintendent of Schools for up to two (2) days of non-cumulative good cause paid leave for good reason.

C. Family Illness Leave

Employees shall be granted eight (8) days each year of family illness leave. Such leave shall be deducted from personal sick leave. Family illness leave is intended for the care of the employee's dependent children, spouse, parents, parents-in-laws, or household members. An additional ten (10) days may be granted for catastrophic illnesses. Applications will be reviewed by a committee of three representatives (MEA President or designee, Board President,

and Superintendent). Each incident will be reviewed on its own merit and will not create past practice by the district.

D. Personal Leave

Three (3) days of non-cumulative leave will be provided annually for personal leave. It is understood and agreed that the purpose of the personal leave is to permit an employee to attend to business, which can only be accomplished during normal working hours.

Personal leave will not be granted immediately before or after vacation or holiday periods, or during the first 5 or last 5 student days, except, in case of emergency. Exceptions to these restrictions may be granted by the superintendent for good reason. Forms for personal leave provided by the school district should be submitted to the building principal at least three days in advance of the day of leave, if possible.

E. Jury Duty

In case an employee is called to serve on jury duty, a written request shall be submitted to the building principal with sufficient notice. In order that no teacher shall suffer financial loss because of such absence, the difference between his/her normal salary and the compensation received for jury duty shall be paid.

F. Professional Leave

Each professional employee of the Maquoketa Schools shall be granted one day, in addition to the time requested by the administration, to attend professional meetings for purposes of professional growth. This day should be planned with the employee's supervisor and formally authorized by same. A substitute will be provided. An employee may be requested to attend professional meetings beyond the one allowable day without loss of pay or other leave rights. Any employee taking advantage of the provisions contained in this policy will be asked to make a written evaluation of the day with statements as to how he/she will utilize the ideas gleaned. Professional days shall be used for the purpose of:

1. Visitation to view other instructional techniques or programs.
2. Conferences, workshops, or seminars conducted by colleges, universities, or other educational institutions or organizations.
3. Athletic/coaching clinics.
4. Coaches to attend state athletic tournaments.

The Board agrees to provide, upon approved application, the necessary funds for employees who desire to attend professional activities covered in the paragraphs above. Travel, meals, lodging, tickets, and registration fees shall be deemed appropriate expenses, as well as cost of the substitute teacher needed to relieve the participant. An employee attending such conference shall be granted sufficient time to attend without loss of compensation.

G. Funeral/Death Leave

The days of leave requested shall be granted to a maximum of five (5) at any one time in the event of death in an employee's immediate family: spouse, child, brother or sister, step relatives, son- or daughter-in-law, parent, parent-in-law, brother- or sister-in-law, maternal and paternal grandparents, grandchildren, and any other member of the immediate household. Employees shall be granted one day in the event of death of a friend or relative outside the employee's immediate family as defined above. In the event of the death of an employee or student in the Maquoketa School District, the principal or immediate supervisor of said employee or student shall grant to an appropriate number of employees sufficient time to attend the funeral.

H. Military

Leaves of absence shall be granted for any period of active state or federal military service. Such military leave shall be without loss of status or efficiency rating and without loss of pay during the first 30 days of such leave as provided in Chapter 29A of the Code of Iowa.

I. Association

The Association's representatives shall be granted ~~fifteen (15)~~ **twelve (12)** days total non-cumulative leave with no loss of pay, to be used by Association representatives to attend conferences or meetings, as approved by the Association president. **The Association will pay for days 1, 3, 5, 7, 9, and 11 and the District will pay for days 2, 4, 6, 8, 10, and 12.**

Attendance will be based on the following:

1. Written requests on regular request forms and subsequent approval by the building principal through the Superintendent at least five (5) days prior to such conference or meeting.
2. To implement the above, the Association agrees to pay the costs of substitutes for the first five days.

J. Sabbatical Leave

One certified employee shall be eligible for sabbatical leave in any school year.

1. Eligibility

- a. An applicant must possess a valid teaching certificate and must have completed seven consecutive school terms of full-time teacher service in the district. Any leaves of absence granted by the Board shall not be considered as an interruption of the consecutive years of service requirements, and such leaves shall be counted in the total.
- b. Applicants shall not have received a sabbatical leave during the seven school terms immediately preceding the application.

2. Application

- a. Application for leave under this section shall be presented to the Board of Education through the immediate supervisor by March 1 of the preceding year.
- b. The application shall be accompanied by a leave plan and plans for utilization of such leave by the teacher upon return to duties. This application shall be subsequently submitted to the Board for final approval.

3. General Provisions

- a. Each recipient shall agree to return to service in the school district upon termination of the sabbatical leave and to continue in such service for a period of three years, unless by mutual agreement or illness, incapacity, physical disability or death. A signed statement shall stipulate that if a teacher fails to return he/she shall reimburse the district the salary paid him/her while on leave or a proportional part of this salary as determined by the fraction of the unfulfilled obligation.
- b. The recipient of sabbatical leave shall advance on the salary schedule as if regularly employed, and if possible, he/she shall be reassigned to his/her former position or to a comparable position.

4. Other Provisions

- a. An employee on sabbatical leave shall receive as compensation, one-half of his/her regular salary during the continuance of the leave. The compensation shall be paid at the same time as salaries are paid to other members of the staff.
- b. The employee on sabbatical leave shall continue to receive the same fringe benefits that the Board provides to staff members currently teaching full time.
- c. Payroll checks shall be mailed on or before the regular paydays to an address filed with the business office.

- d. The Board shall pay the contribution to the employee's retirement system required of the person on leave computed on the annual full time salary rate under which the member last received earnings immediately prior to the leave or shall pay a proportionate part of such rate for a partial year of sabbatical leave credit.

K. Legal Leave

An employee subpoenaed to appear at a judicial proceeding unrelated to personal business shall be excused from duties without loss of pay for no more than three (3) days. In order that no teacher shall suffer financial loss because of such absence, the difference between his/her normal salary and the compensation received for this leave shall be paid.

II. UNPAID LEAVES

A. Parental

1. Upon application to the Superintendent of Schools or his/her designee, the employee shall be granted an unpaid leave of absence for up to one year for the purpose of child rearing. The date of commencement of said leave will be decided by a conference between the two parties. The employee may be reinstated prior to the conclusion of the approved leave period upon mutual agreement.

Upon return from an approved leave of one year or less, the employee shall resume his/her former position if available and assume all previous rights and privileges.

The employee shall be entitled to all raises and increments upon return if the employee serves at least one half (90 days) of the school year. This 90-day period need not be continuous.

2. The employee shall have the opportunity to continue all fringe benefits for one (1) additional year at the employee's expenses.

B. Association Leave

A leave of absence without pay for up to two (2) years shall be granted upon 60 days notification by employee to his/her respective principal, to any employee for the purpose of serving as an officer of the Association or its affiliates or on its staff. Upon return from such leave, such employees shall be placed at the same position on the salary schedule and shall maintain the same fringe benefits, as they would have accrued had they taught in the system during such period.

C. Public Office

A leave of absence without pay not to exceed four (4) years shall be granted to any employee, upon application, for the purpose of serving in a public office. Upon return from such leave, an employee shall be placed at the same position on the salary schedule and shall maintain the same fringe benefits as would have accrued during such period.

D. Family Illness

A leave of absence without pay for up to one (1) year may be granted for the purpose of caring for a sick or injured member of the employee's immediate family. Additional leave may be granted at the discretion of the Board. Return rights shall apply.

E. Good Cause

Other extended leaves of absence without pay shall be granted in writing by the Superintendent for good reason.

## ARTICLE 8 EMPLOYEE WORK YEAR

The regular contract year shall consist of 187 days, which shall include the prescribed number of student contact days as required by the state with the balance of the days used for in-service days. The district shall recognize the following as non-work days: Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Presidential Day, and Memorial Day.

## ARTICLE 9 EMPLOYEE HOURS AND LOAD

### I. Teaching Work Day

The normal teaching workday for employees covered by this Agreement shall be 7 hours and 45 minutes. On days preceding holidays and on Fridays the teachers will be allowed to leave 10 minutes after the students have left. Teachers shall adhere to the daily schedule and shall make no commitments, which will preclude their being present in their assigned responsibilities. Requests for exceptions must be submitted to the principal.

Salary deductions will be made at the rate of 1/187 or a pro ratio share thereof for unpaid or unapproved leaves of absence. Teachers shall not leave the buildings to which they are assigned during class or preparation periods without the consent of the building principal.

### II. Each employee shall have a duty-free continuous 25-minute lunch period each school day.

Each employee shall have the time preceding the beginning of the student school day for preparation time. Ten minutes of this time per week may be used for supervision or for a brief meeting if necessary.

Each employee will have the time after the student school day for preparation time unless this time is needed for meetings with administrators or for grade level meetings.

Elementary classroom teachers will have a minimum of one 30-minute preparation period per day in addition to the time before and after the student school day. Secondary teachers will have a minimum of one preparation period per day.

### III. The normal workday for employees shall be adjusted from 7 hours and 45 minutes to conduct Parent-Teacher Conferences. The hours for Parent-Teacher Conference days shall be set by the development of the district school calendar. Upon mutual agreement by the District and the Association, Parent-Teacher Conferences may be held following the normal 7 hours and 45 minute day and count as two (2) contract days worked.

### IV. The Maquoketa Education Association shall be consulted about the content of in-service.

### V. Exceptions

A. School day (7 hours and 45 minutes) may be exceeded by no more than three night meetings per year and twelve building faculty meetings per year. When NCA evaluations or teacher-citizen committee meetings occur, as a rare circumstance, teachers shall be expected to attend even though they exceed the parameters defined herein.

- B. Assigned instructional/supervisory time will be exceeded at the senior high school when staff is assigned to advanced individualized courses or in the case of PE teachers and work-study coordinators.
- C. Preparation time may be decreased by no more than 20 meetings per year called by the principal. Meetings needed for teacher evaluation(s), Special Education conferences, staffings, IEPs and Annual Reviews, or to discuss individual student problems that require immediate attention will not count against said 20 meetings.

VI. Assignments

Each employee will be given written notice of his/her salary schedule placement and preliminary class and/or subject assignments and room assignments for the forthcoming year by May 15.

## ARTICLE 10 REDUCTION OF STAFF

Section A.: For the purpose of this Article, seniority shall be defined as the total number of years of full time employment by the Maquoketa Community School District and/or one-half year seniority for each year of part-time employment retroactive to anyone presently employed. Part-time employees are those working less than ~~4/7~~ 0.57 of the day and full time, ~~4/7~~ 0.57 or more. For purposes of determining which employee has greater seniority, if their years of service are equal, the original date of contract signing will be used. Approved leaves of absence will be included in the number of years counted toward seniority.

Section B.: Employees will be classified as follows:  
ECSE-12 by certification and NCA standards.

Employees changing assignments due to reduction in force procedures will be allowed three years' time to meet NCA standards for that new position. If the hours needed to meet the NCA standards are undergraduate hours, they will not be allowed in order to move on the salary schedule, however, the District will assume financial obligation for the tuition. If the hours needed to meet the NCA standards are graduate hours, then they will be applicable to a horizontal raise on the salary schedule and the District will not assume any financial obligation for the tuition.

Section C.: ~~Layoffs shall be made from the classification except as noted in Section D. The employee with the least seniority within the classification will be the first laid off.~~ **Layoffs shall be made from the classification except as noted in Section D. The employee with the least seniority within the classification will be the first laid off unless needed to maintain an academic program.**

Section D.: Employees with less than two (2) full years of employment in the Maquoketa Community School District do not have seniority within the meaning of this article.

Section E.: Any employee laid off pursuant to the policy shall have recall rights to any vacant position in the classification if the employee has the approved certification. Employees will have recall rights for a period of three (3) years from the effective date of layoff unless the employee waives recall rights in writing or fails to respond within ten (10) days of the date of a recall notice sent by registered mail to the employee's last known address. The effective date of layoff is the last day of assigned duties. Replacement teachers, who are employed for one year or less, will not have recall rights under this article.

Section F.: All benefits to which an employee was entitled at the time of his/her layoff, including unused accumulated sick leave and credits toward sabbatical eligibility, will be restored to the employee upon his/her return to active employment and the employee will be placed on the proper step of the salary schedule for the employee's current position according to the employee's experience and education.

## **ARTICLE 11 HEALTH**

### Physical Fitness - New Employees

All new employees, upon initial employment, shall provide satisfactory medical evidence of physical fitness to perform assigned duties and freedom from communicable disease. Forms for such purpose shall be provided by the employer. Such evidence shall include a statement from a doctor of medicine of the employee's choice. Each new employee shall be advised in writing of the physical fitness requirements at the time of employment. Failure to notify the employee of such requirements shall not deprive the employee of any wages or benefits under this Agreement prior to fulfilling the physical fitness requirements.

### Physical Fitness - Continuing Employees

All other employees shall present evidence of freedom from tuberculosis and shall be required to have a physical examination every three (3) years. The employer shall pay \$75.00 toward the cost of such examinations. Employees whose physical condition may be questioned by the employer shall present satisfactory medical evidence when requested. Such required evidence is to be at the expense of the employer and examination to be done by a mutually agreed upon physician.

## **ARTICLE 12 SAFETY**

- I. Such special clothing, equipment, and devices as may be needed by the employee to perform assigned duties in a safe manner shall be provided without charge to the employee.
- II. Whenever any legal action is brought against an employee resulting from alleged negligent performance of duties, the Board will comply with Iowa Code 613A in providing the employee with defense.
- III. Protection of Employees, Students and Property  
Unsafe and Hazardous Conditions  
Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks, which endanger their health, safety, or well being. On days when school begins late due to inclement weather, employees will be required to be in the school building thirty (30) minutes before the students are scheduled to arrive. When school is dismissed early due to inclement weather, employees shall be free to leave ten (10) minutes after students are dismissed.

## **ARTICLE 13 EVALUATION**

- I. Performance of staff shall be evaluated by in-classroom and on the job observations. The responsibility for arranging the evaluations will rest with the supervisor.
- II. By September 15 of each year, staff shall be advised by the member of the administrative staff of the evaluation procedures, the Iowa teaching Standards and Criteria, and district expectations. When a teacher is assigned to more than one building, the teacher will be assigned one evaluator.



III. The evaluator shall have a meeting with the staff member prior to completion of any written evaluation following observations.

IV. Tier 1 (Beginning Teacher)

Teacher in their first or second year of the profession shall be considered Tier 1 teachers. The cycle for Tier 1 shall consist of both formal and informal observations, initiated by the evaluator. The evaluator shall conduct a minimum of two formal observations for each teacher in year one and year two which shall include a pre-observation conference and post-observation conference between the evaluator and teacher. Teachers in Tier 1 will be involved in a minimum of one summative conference in year one. In year two, teachers in Tier 1 will be involved in a comprehensive evaluation. A teacher in their third year of probation pursuant to Iowa Code will be evaluated using the same methods as in Tier 1.

V. Tier 2 (Career Teachers)

Tier 2 is for licensed teachers who have earned a standard teaching license and are not in Tier 3. Each teacher in Tier 2 shall be required to develop and maintain a Yearly Career Development Plan.

Career teachers new to Maquoketa, but not new to the profession, will have two (2) formal observations and a summative review during their first year of employment. After the first year, if no concerns have been identified by the evaluator, the teacher will be placed on year 1 of the Tier II Career Teacher evaluation cycle.

In each year of the three- year evaluation cycle, each staff member shall create a Yearly Career Development Plan, which shall reflect continuing professional growth in the areas of the Iowa Teaching Standards and criteria. The plan must also be aligned with the District's Comprehensive School Improvement Plan.

The teacher will meet with the evaluator to review, refine, and finalize the Yearly Career Development Plan by October 1 of each year. Modification of the plan can be made at any time. It is the responsibility of the evaluator to determine if the plan or any modification is appropriate.

During the first two years of the evaluation cycle, the evaluator and teacher shall meet and discuss the progress of the teacher on the Yearly Career Development Plan and on the Iowa Teaching Standards and Criteria.

At least one formal observation will be conducted for each career teacher once every three years and at least one formal observation will have a pre-observation conference. All formal evaluations will have a post-observation conference. The pre-conference should be held at least two days prior to the formal observation and the post-observation conference, between the evaluator and teacher, is to be held no more than ten working days after the formal observation.

Additional formal observations may be conducted at the discretion of the administrator or at the request of the teacher. Such additional formal observations will have a post-observation conference.

In year three of the evaluation cycle the following will occur:

- The review of the Yearly Career Development Plan
- After the teacher and evaluator have discussed the Yearly Career Development Plan, the evaluator will complete a written review of the teacher's progress toward the outcomes identified within the plan
- A three year summative Performance Review will be conducted

Artifacts related to each teacher's Yearly Career Development Plan and Iowa teaching standards and any other district expectations may be used as documentation when completing the performance review.

In addition to formal observations, informal observations, and unannounced observations, and other informal input may be used to provide data in the evaluation process. Other information may include (but not limited to) observations of staff members interactions with students, parents, or other staff members, professional involvement, management of conferences, work on committees, interactions, with community agencies, participation in staff meetings or work on teams with fellow staff members. All data and input that is gained from other sources will be made known to the staff member.

During the post-observation conference, the evaluator and the teacher will document key points from the discussion utilizing the guiding questions for Post Observation Form. At the completion of the post-observation conference, the evaluator and the teacher will sign the form and each will receive a copy for their records.

Following the formal observation, the evaluator will complete the performance Review Form. During the post-conference, the teacher and evaluator will review and discuss the summative data noted within the Performance Review Form. The form will be signed and dated by the evaluator and the teacher and a copy of the form will be provided to the teacher.

If it is determined by the evaluator that evidence of proficiency is lacking in any of the standards or criteria, the employee will have five (5) working days to submit additional supportive evidence to the evaluator as evidence of proficiency. With evaluator approval, this time line may be extended.

#### VI. Tier 3 (Intensive Assistance)

When the evaluator determines, at any time, the teacher is not meeting one or more of the following:

1. District expectations under the Iowa Teaching Standards 1 – 7 & Criteria (Standard 8 is excluded);
2. The individual Career Development Plan; or
3. Any other district expectations established in Section II above.

The evaluator shall recommend to the Superintendent that the teacher participate in the Intensive Assistance Plan.

At the discretion of the evaluator, the process may begin at any time and may or may not include an Awareness Phase (not to exceed three (3) months in duration). All parties will endeavor to resolve problems that arise at the least formal level possible. The maximum amount of time for the Intensive Assistance Phase is twelve (12) months.

Tier 3 is not grievable.

VII. The staff member shall have a right to submit a written statement regarding any evaluation for inclusion in his/her personnel file, indicating acknowledgement of said evaluation. This written statement will, however, not necessarily imply agreement or disagreement.

VIII. All classroom and/or on-the-job evaluation of staff member's performance shall be conducted openly with full knowledge of the staff member.

#### IX. Personnel Files

- A. The employee will be given advance notice, in writing, and a conference will be held, on any entry made to the employee's file if the matter is a student/parent complaint or disciplinary matter.

- B. The employee has the right to rebuttal of any entry made to the personnel file. Within 10 working days, the employee may submit a written rebuttal, which will be attached to the entry and made a part of the file.

## **ARTICLE 14 VOLUNTARY TRANSFERS**

- I. Definition  
The movement upon the request of an employee to a different grade level, subject area or building to fill an existing vacancy shall be considered a voluntary transfer.
- II. Vacancies  
The Superintendent shall post in all school buildings a list of all vacancies, including promotional positions, which occur during the school year and for the following school year. The vacancy notice shall include qualifications for the position, its duties, and the rate of compensation. During the summer, vacancy notices shall be sent to the Association and employees who request them.
- III. Applications  
Employees who desire to transfer may file a written statement of such desire with the Superintendent within 10 days of notification of vacancy if such vacancy is posted prior to June 1. After June 1, employees must apply to the Superintendent within 5 days of the notification of vacancy. All applications shall include the grade level, subject area, and building to which the employee desires a transfer. The Superintendent shall provide the Association with copies of transfer requests.
- IV. Procedure  
A vacancy will be filled from within or outside the district only after all qualified employees have been granted an interview. Employees not selected for transfer will be given written reasons for the denial.
- V. Criteria  
In the determination of voluntary requests for transfer, no request will be denied arbitrarily, capriciously, or without basis in fact. The district shall fill vacancies with the following criteria: certification, NCA requirements, Reading approval #91 where appropriate, qualifications of the applicants as demonstrated in the interview, and seniority where the above qualifications are determined to be equal.
- VI. Exception  
Upon agreement of both parties, procedural timelines may be amended for vacancies, which occur after August 1.

## **ARTICLE 15 INVOLUNTARY TRANSFERS**

- I. Definition  
The transfer of an employee to a different grade level, subject area, or building shall be considered involuntary if the affected teacher files a written objection with the building principal within two (2) weeks of the receipt of the notice of the proposed transfer.
- II. Notice  
Notice of an involuntary transfer shall be given in writing to employees as soon as practical.

III. Meeting and Appeal

An involuntary transfer shall be made only after a meeting between the employee involved, the building principal, and the Superintendent.

IV. Criteria

If an involuntary transfer is necessary, an employee's educational attainment, major or minor field of study, length of service, and qualifications shall be considered in determining which employee is to be transferred.

**ARTICLE 16  
SUPPLEMENTAL PAY**

Extra-Curricular Activities

I. Approved Activities

The Board and the Association agree that the extra-curricular activities listed in Appendix B are official school-sponsored activities covered by school insurance.

II. Rates of Pay

Employees who perform extra-curricular activities, which extend beyond the regularly scheduled in-school day shall be compensated according to the rate of pay or other stipulations in Appendix B, which is attached hereto and made a part thereof.

**ARTICLE 17  
COMPLIANCE CLAUSES AND DURATION**

I. Individual Contracts

Any individual contract of employment between the employer and an employee covered by this Agreement shall not be inconsistent with the terms of this Agreement, and if any such individual contract is consistent with the terms of this Agreement, this Agreement during its duration shall control.

II. Separability

If any provision of this Agreement is determined to be contrary to law, then such provision shall not be valid and subsisting, but all other provisions of this Agreement shall remain in full force and effect.

III. Printing Agreement

Copies of this Agreement shall be printed at the expense of the Board after agreement with the Association on format within sixty (60) days after the agreement is signed. The agreement shall be presented to all employees now employed, hereafter employed, or considered for employment by the Board. The Board shall provide the Association with ten (10) additional copies.

IV. Notices

Whenever any notice is required to be given to either the employer or the Association under this agreement, either party may do so by telegram or letter at the following designated addresses:

The employer:                      612 S. Vermont Street  
   Maquoketa, IA 52060

The Association:                      President of the Association

V. Duration

This agreement shall be effective as of **July 1, 2006**, and continue in effect until **June 30, 2008**.

VI. Reopening of Negotiations:

Negotiations for the 2007-2008 contract will be reopened under the following conditions:

- Legislative action requires the addition of contracted days beyond the current 187 days outlined in the existing Master Contract.
- The cost of the health insurance increase exceeds the 3.75% package settlement.
- By mutual agreement of both parties.

VII. Signature Clause

In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective chief negotiators, and their signatures placed thereon:


Maquoketa Education Association

By \_\_\_\_\_  
President

\_\_\_\_\_  
Date

By \_\_\_\_\_  
President

\_\_\_\_\_  
Date

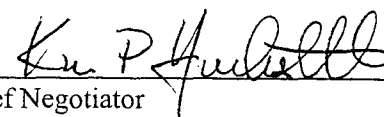
By  \_\_\_\_\_  
Chief Negotiator

6-27-06  
Date

Maquoketa School Board of Education

By  \_\_\_\_\_  
President

6/27/06  
Date

By  \_\_\_\_\_  
Chief Negotiator

June 21, 2006  
Date

STEP	BA	BA+15	MA	MA+15	MA+30
1	\$ 24,185.00 1	\$ 25,152.40 1.04	\$ 26,119.80 1.08	\$ 27,087.20 1.12	\$ 28,054.60 1.16
2	\$ 25,152.40 1.04	\$ 26,240.73 1.085	\$ 27,329.05 1.13	\$ 28,417.38 1.175	\$ 29,384.78 1.215
3	\$ 26,119.80 1.08	\$ 27,329.05 1.13	\$ 28,538.30 1.18	\$ 29,747.55 1.23	\$ 30,714.95 1.27
4	\$ 27,087.20 1.12	\$ 28,417.38 1.175	\$ 29,747.55 1.23	\$ 31,077.73 1.285	\$ 32,045.13 1.325
5	\$ 28,054.60 1.16	\$ 29,505.70 1.22	\$ 30,956.80 1.28	\$ 32,286.98 1.335	\$ 33,375.30 1.38
6	\$ 29,022.00 1.2	\$ 30,473.10 1.26	\$ 32,045.13 1.325	\$ 33,375.30 1.38	\$ 34,584.55 1.43
7	\$ 29,989.40 1.24	\$ 31,440.50 1.3	\$ 33,133.45 1.37	\$ 34,705.48 1.435	\$ 35,793.80 1.48
8	\$ 30,956.80 1.28	\$ 32,407.90 1.34	\$ 34,221.78 1.415	\$ 35,914.73 1.485	\$ 37,003.05 1.53
9	\$ 31,924.20 1.32	\$ 33,375.30 1.38	\$ 35,310.10 1.46	\$ 37,123.98 1.535	\$ 38,212.30 1.58
10	\$ 32,891.60 1.36	\$ 34,342.70 1.42	\$ 36,398.43 1.505	\$ 38,333.23 1.585	\$ 39,421.55 1.63
11	\$ 33,859.00 1.4	\$ 35,310.10 1.46	\$ 37,486.75 1.55	\$ 39,542.48 1.635	\$ 40,630.80 1.68
12	\$ 34,826.40 1.44	\$ 36,277.50 1.5	\$ 38,575.08 1.595	\$ 40,751.73 1.685	\$ 41,840.05 1.73
13	\$ 35,793.80 1.48	\$ 37,244.90 1.54	\$ 39,663.40 1.64	\$ 41,960.98 1.735	\$ 43,049.30 1.78
14		\$ 38,212.30 1.58	\$ 40,751.73 1.685	\$ 43,170.23 1.785	\$ 44,258.55 1.83
15			\$ 41,840.05 1.73	\$ 44,379.48 1.835	\$ 45,467.80 1.88
16					\$ 46,677.05 1.93
17					\$ 47,886.30 1.98
18					\$ 48,370.00 2.00

Longevity: In addition to salary amount on the schedule, a longevity increment equal to 4% of the base salary shall be paid to those employees in the BA+15, MA, MA+15, and MA+30 lanes starting when the employee is beginning the third year at the end of the schedule for that lane.

Example: Base of \$24,185 = longevity stipend of \$967.40.

## 2006-2007 SUPPLEMENTAL SALARY SCHEDULE

BASE = \$24,185

## APPENDIX B

<b>LEVEL I</b>	<b>14.00%</b>	<b>16.00%</b>	<b>18.00%</b>
Head Football	\$3,385.90	\$3,869.60	\$4,353.30
Head Varsity Basketball(B/G)	Yr 1-2	Yr 3-4	Yr 5+
Head Girls' Summer Softball			
Head Varsity Wrestling			
Head Baseball			
High School Instrumental Music			
High School Vocal Music			
Head Varsity Volleyball			
Director of Speech & Forensics			
BPA			
FFA			
EXODUS			
Technology Director - Building			

<b>LEVEL II</b>	<b>12.00%</b>	<b>14.00%</b>	<b>16.00%</b>
Head Cross Country	\$2,902.20	\$3,385.90	\$3,869.60
Head Golf (B/G)	Yr 1-2	Yr 3-4	Yr 5+
Head Soccer			
Head Tennis (B/G)			
Head Varsity Track (B/G)			
Head Girls' Fall Softball			

<b>LEVEL III</b>	<b>9.00%</b>	<b>10.50%</b>	<b>12.00%</b>
Head Soph. Football	\$2,176.65	\$2,539.43	\$2,902.20
Head Soph. Basketball (B/G)	Yr 1-2	Yr 3-4	Yr 5+
Assistant Varsity Football			
Assistant Varsity Basketball (B/G)			
Assistant Varsity Volleyball			
Assistant Varsity Wrestling			
Assistant Varsity Track (B/G)			
Assistant Soccer			
Assistant BPA			
Assistant FFA			
Assistant Varsity Girls' Fall Softball			
Assistant Speech & Drama			
High School Cheerleader Sponsor			
High School Student Senate			
Cardinal Countdown			
Middle School Intramurals			
Middle School Instrumental Music			
Middle School Vocal Music			
Director of Drama			
Assistant Varsity Baseball			
Assistant Girls' Summer Softball			
9th Head Volleyball (G)			
9th Head Wrestling			
9th Track (B/G)			

9th Head Football  
 9th Head Basketball (B/G)  
 Assistant 9th Football  
 Elementary Activity

<b>LEVEL IV</b>	<b>7.00%</b>	<b>8.00%</b>	<b>9.00%</b>
7th Basketball (B/G)	\$1,692.95	\$1,934.80	\$2,176.65
8th Football	Yr 1-2	Yr 3-4	Yr 5+
8th Basketball (B/G)			
7th/8th Wrestling			
7th/8th Volleyball			
7th/8th Track (B/G)			

<b>LEVEL V</b>	<b>6.00%</b>	<b>6.50%</b>	<b>7.00%</b>
MS AV & VTR	\$1,451.10	\$1,572.03	\$1,692.95
Maquoketan	Yr 1-2	Yr 3-4	Yr 5+
HS Intramurals			
MS Student Council			
MCNS Coordinator			
Simulated Secretarial Experience			
French Club			
Spanish Club			
Model UN			
Step Teen			
Step			
MS Newspaper			
FCCLA			
HOSA			
MS Cheerleader Sponsor			
MS Basketball Chaperones			

#### **LEVEL VI**

Paid annual fee, but not subject to annual base increase:

Department Coordinators	\$350.00
Scouting for HS Athletics	\$32.00 Plus Mileage Per Event [FB
Scouting for B/G Basketball	\$185.00 Each Sport Per Year
HS AV/VTR	\$1,200.00
HS Shop Maintenance	\$500.00
Assistant 7 Basketball (B/G)	\$950.00
Assistant 8 Basketball (B/G)	\$950.00
Assistant 7th/8th Volleyball	\$950.00
Weight Room Supervisor (up to 4 positions)	\$950.00
Spring Musical Production Stipends (up to 3 positions)	
Vocal Music Director	\$600.00
Instrumental Music Director	\$600.00
Set Construction/Stage Manager	\$600.00

\*In the event Exodus becomes part of a course at the high school, it shall be placed on the supplementary schedule at LEVEL V to correspond with other clubs and activities.



APPENDIX C  
NON-DEGREE NURSE'S SCHEDULE

2006-07 Salary Base of:           \$ 24,185.00

Step	60-90 Hours .840 Index	90-104 Hours .880 Index	105 to Degree .940 Index
1	\$ 20,315.40	\$ 21,282.80	\$ 22,733.90
2	\$ 20,399.40	\$ 21,378.80	\$ 22,829.90
3	\$ 20,483.40	\$ 21,474.80	\$ 22,925.90
4	\$ 20,567.40	\$ 21,570.80	\$ 23,021.90
5	\$ 20,651.40	\$ 21,666.80	\$ 23,117.90
6	\$ 20,735.40	\$ 21,762.80	\$ 23,213.90
7	\$ 20,819.40	\$ 21,858.80	\$ 23,309.90
8	\$ 20,903.40	\$ 21,954.80	\$ 23,405.90
9	\$ 20,987.40	\$ 22,050.80	\$ 23,501.90

FORMAL GRIEVANCE PROCESSING FORM

Date Filed \_\_\_\_\_

Distribution of Form

1. Association
2. Employee
3. Superintendent

\_\_\_\_\_ School District

\_\_\_\_\_ Building

\_\_\_\_\_  
Name of Aggrieved Person

LEVEL II

A. \_\_\_\_\_  
Signature of Grievant                      Date Received by Superintendent

B. Disposition by Superintendent or Designee:

\_\_\_\_\_  
Signature of Superintendent  
or Designee

\_\_\_\_\_  
Date

LETTER OF UNDERSTANDING  
BOARD OF EDUCATION  
AND  
MAQUOKETA EDUCATION ASSOCIATION

**2006 - 2007**  
PARTIALLY SELF FUNDED HEALTH INSURANCE  
FUND

The Maquoketa Community School's Board of Education will provide to the staff the opportunity to be reimbursed for the maximum \$100/family and \$50/single for drug policy deductible costs in the Prescribed Plan. They will further provide the opportunity for staff to choose a vision policy or a family dental policy. All costs of these options will be covered by the Health Insurance Partially Self-Funded balance in the Internal Service Fund. This balance will be evaluated each year to determine if the fund will support this service. If the fund does not support the service, the staff will be allowed to continue the vision or dental policies at their own expense.

Agreed on March 31, 2006

Kim P. Huckstadt, Superintendent of Schools

Tracy Wilkins, MEA Spokesperson